

(h) "Governmental Authority", "Governmental Board" and "Governmental Agency" shall mean federal, state, municipal and other governmental authorities, boards and agencies of any state, nation or government, except that it shall not be construed to include The Port of New York Authority, the lessor under this Lease.

(i) "Person" shall mean not only a natural person, corporation or other legal entity, but also two or more natural persons, corporations or other legal entities acting jointly as a firm, partnership, unincorporated association, consortium, joint adventurers or otherwise.

Section 40. Entire Agreement

This Agreement consists of the following: Sections 1 through 40 inclusive, and Exhibit A. It constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority and the Lessee. The Lessee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

ATTEST:

Catherine A. Zaffarano
Assistant Secretary

THE PORT OF NEW YORK AUTHORITY

By John R. Wiley

Title Director of Aviation
(Seal)

ATTEST:

J. L. Brown
Assistant Secretary

THE BROOKLYN UNION GAS COMPANY

By *E. S. F...*

Title *Vice President*
(Corporate Seal)

STATE OF NEW YORK)
 : ss.
COUNTY OF NEW YORK)

On the 6th day of August, 1970, before me personally came John H. [unclear] to me known, who, being by me duly sworn, did depose and say that he resides 201 West 79 Street, New York, N.Y.

that he is the Director of Operations of The Port of New York Authority, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

Catherine A. Zaffarano
(notarial seal and stamp)
Notary Public, State of New York
No. 41-4376392
Qualified in Queens County
Commission Expires March 30, 1971

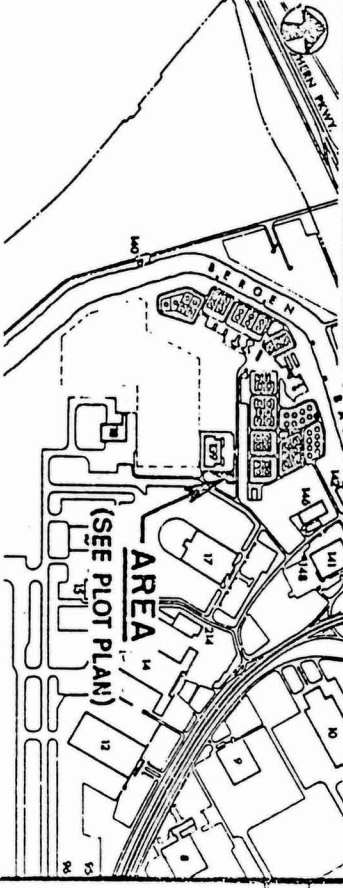
STATE OF NEW YORK)
 : ss.
COUNTY OF KINGS)

On the 24th day of July, 1970, before me personally came E. S. Larson to me known, who, being by me duly sworn, did depose and say that he resides in Matherne, New York

that he is the Vice- President of The Brooklyn Union Gas Company; one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

George D. Linahan, Jr.
(notarial seal and stamp)
GEORGE D. LINEHAN, JR.
Notary Public, State of New York
No. 52-7560400
Qualified in Suffolk County
Certificate filed in Kings County
Commission Expires March 30, 1971 ✓

LOCATION PLAN

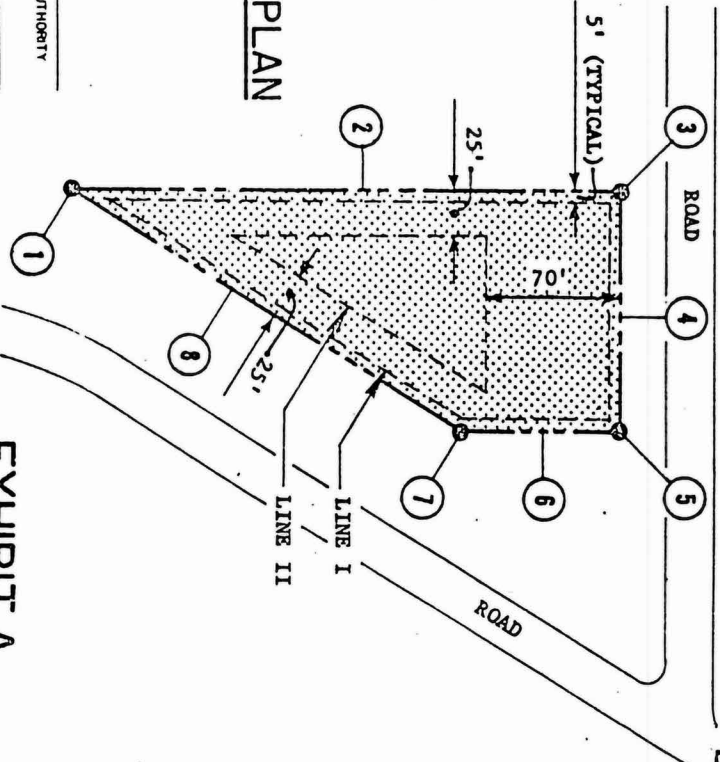


DATA TABLE

(BEARINGS, CO-ORDINATES, ETC.)

NO.	DESCRIPTION	NO.	DESCRIPTION
1	S 57,112.582 E 61,935.613	5	S 56,828.783 E 62,068.840
2	N 10-39'-00" E 287.517'	6	S 10-39'-00" W 83.612'
3	S 56,825.184 E 61,943.892	7	S 56,912.360 E 62,066.433
4	S 88°-21'-00" E 125,000'	8	S 33°-09'-34.00" W 239,171'

PLOT PLAN



NOTES:

- 1 PAVEMENT LIMITED TO AREA ENCLOSED BY LINE I.
- 2 BUILDING LIMITED TO AREA ENCLOSED BY LINE II.
- 3 CO-ORDINATES, EXPRESSED IN FEET, AND BEARINGS REFER TO THE GRID SYSTEM OF THE BOROUGH OF QUEENS TOPOGRAPHICAL BUREAU.

INITIALED:

FOR THE PORT AUTHORITY

FOR THE LESSEE

EXHIBIT A

THE PORT OF NEW YORK AUTHORITY

JOHN F. KENNEDY

INTERNATIONAL AIRPORT

2-6-70

(139-0)

KIA70-19

John F. Kennedy International Airport
Port Authority Lease No. AYA-450
Supplement No. 2

LEASE SUPPLEMENT, made the 9 day of July, 1973, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority") and THE BROOKLYN UNION GAS COMPANY (hereinafter called the "Lessee")

WITNESSETH, That:

WHEREAS, by an agreement of lease dated as of the 24th day of July, 1970 (which lease, as the same may have been supplemented and amended, is hereinafter referred to as "the Lease") the Port Authority leased to the Lessee certain premises at John F. Kennedy International Airport as more particularly described in the Lease; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease effective as of the date hereof as follows:

1. There shall be added to Section 38 subparagraphs (d) and (e) to read as follows:

"(d) The Port Authority shall sell, furnish and supply to the Lessee in reasonable quantities for use on the premises and the Lessee agrees to take from the Port Authority and pay for electricity of the same voltage, phase and cycle as supplied to the premises by the public utility company in the vicinity, at the same charge which would be made by such public utility for the same quantity, used under the same conditions and in the same service classification; charges shall be payable by the Lessee when billed and the quantity of electricity consumed shall be measured by the meter or meters installed for the purpose; provided, however, that if for any reason, any meter or meters fail to record the consumption of electricity, the consumption during the period such meter or meters are out of service will be considered to be the same as the consumption for a like period either immediately before or after the interruption, as elected by the Port Authority. The Port Authority shall install the appropriate meters. The Port Authority shall not discontinue the supply of electricity except upon fifteen (15) days' notice to the Lessee or unless a supply

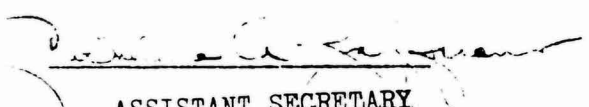
of electricity of the same voltage, phase and cycle shall be available from another supplier, and upon any such discontinuance the Lessee shall be at liberty to contract or otherwise arrange for the supply of such current after the expiration of said fifteen days from any other person, firm or corporation.

(e) In the event the Port Authority shall provide extermination service for the enclosed areas, the Lessee agrees to utilize the same and to pay its pro rata share of the reasonable cost thereof, upon demand."

2. As herein amended, all the provisions of the Lease, as the same may have been previously supplemented and amended, shall be and remain in full force and effect.


IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the day and year first above written.

ATTEST:

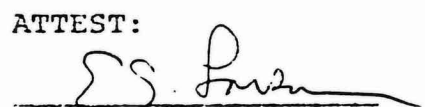

ASSISTANT SECRETARY

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By

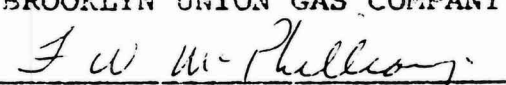

(Title) C. B. PATTARINI, Deputy Director of Aviation

ATTEST:


Sr. Vice President

THE BROOKLYN UNION GAS COMPANY

By


(Title) Asst. Sec. & Asst. Treas.

STATE OF NEW YORK

COUNTY OF NEW YORK

SS.

On the 9th day of July, 1973, before me personally came

C. E. Pace to me known, who, being by

me duly sworn, did depose and say that he resides at Garden City, New York

that he is the Deputy Director of The Port Authority of New York and New Jersey, (one of) the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Commissioners of the said corporation; and that he signed his name thereto by like order.

(notarial seal and stamp)

STATE OF New York

COUNTY OF Kings

SS.

CATHERINE A. ZAFFARANO
Notary Public, State of New York
No. 41-4376392
Qualified in Queens County
Commission expires March 30, 1975

On the 15th day of June, 1973, before me personally came

F. W. McNamee

to me known, who, being by me duly

sworn, did depose and say that he resides at 13337 83rd Street, Bayside, New York 11107

that he is the President of The Brooklyn Union Gas Company

one of the corporations described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

(notarial seal and stamp)

STATE OF

COUNTY OF

SS.

GEORGE D. LINEHAN, JR.
Notary Public, State of New York
No. 82-7680100
Qualified in Kings County
Certificate filed in Kings County
Commission expires March 30, 1974

On the _____ day of _____, 197____, before me personally came _____

_____ to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

(notarial seal and stamp)

John F. Kennedy International Airport
Port Authority Lease No. AYA-450
Supplement No. 1

LEASE SUPPLEMENT, made as of the 1st day of May, 1972, by and between THE PORT OF NEW YORK AUTHORITY (hereinafter called the "Port Authority") and THE BROOKLYN UNION GAS COMPANY (hereinafter called the "Lessee")

WITNESSETH, That:

WHEREAS, by an agreement of lease dated as of the 24th day of July, 1970 (which lease, as the same may have been supplemented and amended, is hereinafter referred to as "the Lease") the Port Authority leased to the Lessee certain premises at John F. Kennedy International Airport as more particularly described in the Lease; and

WHEREAS, the Port Authority and the Lessee desire to amend the Lease effective as of the date hereof as follows:

1. There shall be added to Section 2(c)(10) a sentence to read as follows:

"The Lessee may self-insure up to an initial amount of \$100,000."

2. Section 2(f) shall be deleted and the following substituted in lieu thereof:

"(f) Title to all the construction work shall pass to the City of New York as the same or any part thereof are erected upon or under or affixed to the land or to any existing structures on the premises excepting gate station mechanism and related mains and piping forming a part of Lessee's distribution system."

3. Section 5 shall be deleted and the following substituted in lieu thereof:

"Section 5. Rights of User

The Lessee shall use the premises for the installation, operation and maintenance of a Gate Station which will meter, clean, odorize and regulate the flow of gas through the Lessee's gas pipe distribution system within the Airport adequate to meet the gas requirements of the users thereof at the Airport."

4. Section 11 shall be deleted and the following substituted in lieu thereof:

"Section 11. Insurance

Subject to the availability of such insurance, the Port Authority shall, in the name of the Port Authority, and for its benefit only, throughout the term keep the premises insured to the extent of at least one hundred percent (100%) of the full insurable value thereof (such insurable value throughout the term to be as determined by the Port Authority at the time or times of insuring) against damage or loss by fire, windstorm, cyclone, tornado, hail, explosion, riot civil commotion, aircraft, vehicles and smoke, under the Standard Form of Fire Insurance Policy of the State of New York and the form of extended coverage endorsement prescribed as of the effective date of the said insurance by the rating organization having jurisdiction. In the event that the Port Authority's insurance carrier or carriers for the insurance described above shall rescind the right of the Port Authority to give the release covered by paragraph (d) of Section 12 or said insurance carrier or carriers shall refuse to issue new or renew existing insurance policy or policies covering the premises as aforesaid with an endorsement thereon under which the release covered by paragraph (d) of Section 12 is permitted without prejudice to the interest of the insured, the Port Authority shall give the Lessee at least thirty (30) days prior written notice of such event. If at any time because of the release covered by paragraph (d) of Section 12 the insurance carrier or carriers shall increase the premiums otherwise payable for the insurance covered under this paragraph the Lessee shall pay to the Port Authority from time to time an amount equivalent to such increase or increases on demand.

The aforesaid insurance coverages and renewals thereof shall insure the Port Authority, the Lessee and the City of New York, as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to the Port Authority.

In the event the premises or any part thereof shall be damaged by any casualty against which insurance is carried pursuant to this Section 11,

the Lessee shall promptly furnish to the Port Authority such information and data as may be necessary to enable the Port Authority to adjust the loss.

Regardless, however, of the persons whose interests are insured, the proceeds of all policies covered by this Section 11 shall be applied as provided in Section 12; and the word "insurance" and all other references to insurance in said Section 12 shall be construed to refer to the insurance which is the subject matter of this Section 11, and to refer to such insurance only."

5. The fourth paragraph of Section 12 shall be deleted and a new subparagraph (d) to read as follows shall be substituted in lieu thereof:

"(d) The obligation of the Lessee to repair or replace is hereby released to the extent that the loss is recouped by actual payment to the Port Authority of the proceeds of such insurance; provided, however, that, if this release shall invalidate any such policy of insurance or limit or void the Port Authority's right thereunder, then this release shall be void and of no effect."

6. Section 31, subparagraph (b)(i) shall be amended by adding the word "existing" before the word easements.

7. Subparagraph (f) of Section 39 shall be deleted and the following substituted in lieu thereof:

"(f) "Premises" shall include the land, the buildings, structures and other improvements located or to be located or to be constructed therein or thereon, the equipment permanently affixed or permanently located therein, such as electrical, plumbing, sprinkler fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems, and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures, and all paving, drains, culverts, ditches and catch basins excepting gate station mechanism and related mains

and piping forming a part of Lessee's distribution system."

8. As herein amended, all the provisions of the Lease, as the same may have been previously supplemented and amended, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Port Authority and the Lessee have executed these presents as of the day and year first above written.

ATTEST:

Catherine A. Zaffarano

THE PORT OF NEW YORK AUTHORITY

By C. B. Pattarini

(Title) Deputy Director of Aviation

ATTEST:

Eugene H. Luntz
Eugene H. Luntz, President

THE BROOKLYN UNION GAS COMPANY

By A. L. Bower

(Title) Asst Secretary